

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 18 2001

TIMOTHY R. WALBRIDGE, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

PHELAN, KIMBERLY ANN,

Debtor.

RCB BANK,

Plaintiff,

v.

PHELAN, KIMBERLY ANN,

Defendant.

Case No. 00-04234-R

Chapter 7

Adv. No. 01-0179-R

AGREED JUDGMENT DETERMINING DISCHARGEABILITY OF DEBT

This Court, upon review of the Agreed Stipulations for Judgment on file in this Adversary Proceeding, and consideration of signatures of the parties below, finds as follows:

1. Kimberly Ann Phelan, filed a voluntary petition for relief under Chapter 7 of Title 11 of the United States Code on November 3, 2000, listing RCB Bank as a secured creditor. RCB Bank has filed a claim in the amount of \$9,293.41.

2. RCB Bank commenced this Adversary Proceeding pursuant to 11 U.S.C. Section 523(a)(2) and (6) to determine the dischargeability of the debtor's obligations to RCB Bank. This Court has jurisdiction of the parties and the subject matter herein pursuant to 28 U.S.C. Section 1334. This is a core proceeding.

3. Pursuant to a Promissory Note and Security Agreement dated February 4, 1999, Kimberly Ann Phelan pledged a 1987 Chevrolet Camaro (the "Camaro") and a 1991 Chevrolet ½ ton 4x4 Pickup (the "Pickup") to RCB Bank.

Agreed to & understood - Kimberly Phelan
6-19-01
Clerk, U.S. Bankruptcy Court
Northern District of Oklahoma

4. RCB Bank believes that Kimberly Ann Phelan obtained money by use of a statement in writing that is materially false; respecting her financial condition; on which RCB Bank relied; and in which she caused to be made with the intent to deceive.

5. In addition, RCB Bank believes that Kimberly Ann Phelan has caused willful and malicious injury to RCB Bank by converting its collateral to her or someone else's benefit.

6. Kimberly Ann Phelan denies these allegations.

7. Both Kimberly Ann Phelan and RCB Bank have entered into the Agreed Stipulations for Judgment and this Agreed Judgment Determining Dischargeability of Debt to avoid the expense and risk inherent in all litigation.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Kimberly Ann Phelan shall return the Camaro to RCB Bank within ten (10) days of the date of this Agreed Judgment Determining Dischargeability of Debt.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Kimberly Ann Phelan shall assist RCB Bank with completion of police reports to evidence the theft of the Pickup.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the obligation owed by Kimberly Ann Phelan to RCB Bank in the amount of \$2,500.00 is nondischargeable and that all other debt owed by Kimberly Ann Phelan to RCB Bank is dischargeable.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Kimberly Ann Phelan agrees to make monthly payments of \$150.00 to RCB Bank with the first payment due ten (10) days after the entry of this Agreed Judgment Determining Dischargeability of Debt and on the same day of each month thereafter until the sum of \$2,500.00 has been paid to RCB Bank.

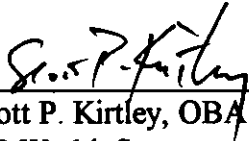
IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that in the event Kimberly Ann Phelan fails to make a payment within five (5) days of its due date, judgment interest at the statutory rate shall apply to the remaining principal balance from and after date of default; RCB Bank may accelerate the unpaid principal balance; and RCB Bank may begin collection efforts.

Dated this ^{June} 18 day of ~~April~~, 2001.



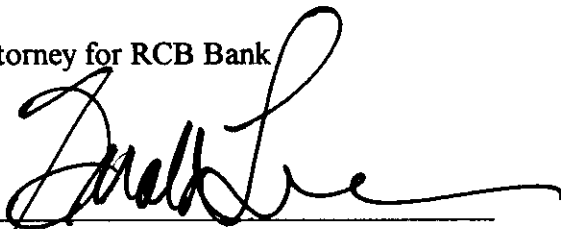
UNITED STATES BANKRUPTCY JUDGE
DANA L. RASURE

APPROVED BY:



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